

October 14, 2009

*This letter was sent to those on the attached list*

Subject: Subsurface Utility Engineering (2010-2011)

The Montana Department of Transportation (MDT) is requesting Statement of Qualification proposals from qualified consulting firms for performing Subsurface Utility Engineering (SUE) for utility locating and surveying at various project sites in Montana.

MDT intends to establish term contracts to use consultants on an "as needed" basis for projects as they become available. More than one firm is expected to be selected for these services. The contract is a two year term contract from January 2010 to December 2011. The contract agreement will be administered on a cost plus fixed fee basis.

**Scope of Work**

In general, the work included in this project is to provide on-call locating and surveying of above ground and underground facilities. For each work assignment, the consultant will secure the Department's approval of the scope and corresponding cost prior to starting any work. Consultant will locate utilities, produce documentation of utility depth along with horizontal and vertical locations and perform right-of-way and design surveys. Survey information will be provided to the Department in Microstation format. Refer to Attachment 1 for more information regarding the Scope of Work.

**Project Location**

Statewide

**Project Schedule**

The Consultant will be expected to start each project within 10 days of MDT's notification to begin work. Individual tasks will be assigned on an "as needed" basis by MDT's Right-of-Way Bureau-Utilities Section. Work plans, including schedules and budgets, will be developed by the consultant for each project. These work plans, schedules, and budgets are subject to approval by MDT. More than one project may be assigned at any one time.

### **Proposal Submittal**

The consultant must submit four (4) copies of the proposal for this project by 5:00 pm, Local Time, on November 9, 2009, to:

Tim J. Conway, P.E.  
Consultant Design Engineer  
Montana Department of Transportation  
2701 Prospect Avenue  
P.O. Box 201001  
Helena, MT 59620-1001

### **Proposal Contents**

The proposal must contain the information listed in this section. ***Please organize your proposal in the same order and numbering format as shown below, which will assist MDT in reviewing your proposal.***

1) Quality of Firm and Personnel

A) Related experience on similar projects.

Provide a discussion of your firm's previous related project experience as it relates to the scope of services detailed in this RFP.

**Five Pages - Maximum**

B) Qualifications, experience and training of personnel to be assigned to projects.

Discuss the qualifications, experience, and training of the professional staff that will be utilized for this contract. Include an organization chart that indicates the project staff, their area of expertise, registration, and office location.

**Three Pages - Maximum**

Include brief resumes that describe the education, training, experience, and qualifications of the personnel listed above (***Place in Appendix A***).

2) Capacity and Capability of Firm

A) Ability to meet technical requirements and applications.

Briefly describe the services your firm will provide MDT during this contract, including professional expertise and technical capabilities that your firm possesses. Discuss any subcontractors

and support services that you anticipate utilizing and describe their expertise as it relates to this contract.

**Three Pages - Maximum**

- B) Compatibility of systems, equipment, i.e., CADD and word processing, etc.
- Provide a brief discussion on the computer systems and software that your firm utilizes (i.e. Word, Excel, Microstation, ArcView, etc.). Describe any additional support equipment you intend to use for this term contract.

**One Page – Maximum**

- C) Capability of firm to meet project time requirements.

Briefly describe your ability to meet project schedules based on available staff and projected workload during the next two years.

**One Page – Maximum**

- D) Capability to respond to project and MDT requirements.

Describe your firm's approach in preparing work plans/cost estimates, reports and implementing work and managing projects. Briefly discuss your firm's ability to respond to fast-tracked or emergency projects. Describe your firm's ability to work on projects in various parts of the state (i.e. staffing availability, office locations, etc.)

**One Page - Maximum**

List as references all of the firm's clients from the past three (3) years for projects involving similar work. Include client name, contact person, and phone number. Give range of contract value. (Do not include Federal Standard Forms (SF) 330) (***Place in Appendix B***)

Provide proof that the firm's Indirect Cost Rate (overhead rate) has been audited in accordance with Federal Acquisition Regulations (48 CFR 31) by a cognizant government agency or independent CPA firm. The Indirect Cost Rate and audit must be based on the firm's latest completed fiscal year's costs. A six-month grace period for obtaining an audit is generally allowed following the close of a firm's fiscal year. For example, if the firm's fiscal year follows the calendar year, an audit based on fiscal year 2008 (which ended December 31, 2008) would be required now. If the firm's fiscal year ended on June 30, 2009, an audit based on that fiscal year would be required by December 31, 2009.

Acceptable proof of an audit includes portions of an audit report itself or a letter from the audit agency acknowledging the audit and time period for which it applies. If an audit is in progress but has not been completed, a letter stating such from the audit

agency will suffice. If an audit report or portions thereof are submitted, make sure the actual financial information is blocked out or unreadable. MDT does not want to know what the rate is at this time. The intent is to establish proof of an audit, not to see what the Indirect Cost Rate is. Consultant selections by MDT for engineering, surveying, architectural, and other design related disciplines are based on qualifications, not cost.

Proof of an audit must be included for any subconsultants that are also a part of the team and are expected to provide services in excess of \$100,000. Proof of an audit is not required for non-professional type services using unit prices or fee schedules such as laboratory testing and drilling subcontracts, or professional services commonly provided on a per unit basis such as right-of-way appraisal and acquisition services. Usually, those services are a minor part of anticipated work. However, if your firm provides professional services such as engineering, surveying, architectural, or other design related services, proof of an Indirect Cost Rate audit is required even if unit prices and fee schedules are used. If the firm or any subconsultant uses such pricing of its services, please note that in the proposal. (*Place in Appendix C*).

***Do not show any actual numerical financial information such as the overhead rate or personnel rates. Specific cost information of the firm or team should not be part of the proposal.***

***Failure to provide the requested information may disqualify the firm for this project.***

### **Evaluation of Proposals**

All proposals will be evaluated in accordance with the following weighted factors:

- 1) Quality of Firm and Personnel: ..... **35 pts.**
  - A) Related experience on similar projects.
  - B) Qualifications, experience and training of personnel to be assigned to projects.
- 2) Capacity and Capability of Firm: ..... **35 pts.**
  - A) Ability to meet technical requirements and applications.
  - B) Compatibility of systems, equipment, i.e., CADD and word processing, etc.
  - C) Capability of firm to meet project time requirements.
  - D) Capability to respond to project and MDT requirements.
- 3) Record of Past Performance and Reference checks: ..... **30 pts.**
  - A) Previous record with MDT, quality of work, on-schedule performance and cooperation with the Consultant Design Engineer and other MDT personnel.

B) No previous record with MDT will require reference checks.

**Submission of Man-hour Estimate**

Selected firm(s) will be asked to submit an estimate and breakdown by activity of man-hours necessary to complete each assigned task. The estimate will also provide direct non-labor costs and profits.

**DBE Goals**

There are no DBE/WBE goals for this work, but firms are strongly encouraged to utilize DBE firms if applicable. A Montana certified DBE consultant list is available and can be found on the MDT web page, <http://www.mdt.mt.gov/business/contracting/civil/dbe.shtml>.

**Nondiscrimination Compliance:**

Consultants will be subject to Federal and Montana nondiscrimination laws and regulations (see attached notice).

If you have any questions, please contact me at 406-444-7292 (406-444-7696 TDD).

*Original sign by T.J. Conway*

Tim J. Conway, P.E.  
Consultant Design Engineer

TJC:kbm:RFP\_2010\_SUE.DOC

copies: Loran Frazier, P.E., Highways and Engineering Division Administrator  
Jim Walther, P.E., MDT Preconstruction Engineer  
Walt Scott, Utilities Section supervisor  
Tim J. Conway, P.E., Consultant Design Engineer  
Roy A. Peterson, P.E., Consultant Plans Engineer  
Wendy Stewart, DBE Program Manager, Civil Rights Bureau  
Sheila D. Cozzie, Chief, Civil Rights Bureau  
Jay Skoog, Executive Director, ACEC  
Consultant Design File (2010-2011 CSL Term Contract)

## **NON-DISCRIMINATION NOTICE**

During the performance of this Agreement, the Consultant (hereafter in this Section “the Party”), for itself, its assignees and successors in interest, agrees as follows:

**A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS**

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
  - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
  - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.

- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

**B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA**

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

**C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."**
- (3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

**D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26**

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

**The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may**

**result in the termination of this contract or such other remedy as the recipient deems appropriate.**

ATTACHMENT 1  
SCOPE OF WORK FOR SUBSURFACE UTILITY ENGINEERING

The CONSULTANT agrees to perform the required professional subsurface utility engineering services, including the obtaining of field subsurface utility data necessary to prepare right-of-way, utility and construction plans for this project. The Consultant agrees to perform these services utilizing the level of care as specified below by the Department.

SECTION 1 – GENERAL

The CONSULTANT, employing qualified, competent, and experienced personnel, will perform subsurface utility engineering services in two phases.

The first phase designate (Phase I) consists of the CONSULTANT's designating services. For the purposes of this Agreement, "designate" means to establish by engineering, surveying and drafting practices the presence and horizontal location of subsurface utilities using geophysical prospecting techniques, including, without limitation, electromagnetic and sonic techniques within an 18" tolerance. The term "designate" for the purpose of this Agreement will also mean to establish by engineering, surveying and drafting practices the horizontal and vertical location of above-ground utilities. The CONSULTANT's cost estimate for Phase I work is included in Exhibit "D" of this Agreement.

The second phase locate (Phase II) consists of the CONSULTANT's locating (test hole) services. For the purposes of this Agreement, "locate" means to establish by engineering, surveying, drafting and vacuum excavation practices the accurate horizontal and vertical position of subsurface utilities. The CONSULTANT will provide the DEPARTMENT with a written log of each test hole. The DEPARTMENT will approve the number, if any, of excavations that will be performed by the CONSULTANT.

The CONSULTANT will provide the following as a part of Phase I and Phase II services at no additional cost to the DEPARTMENT:

1. All traffic control necessary and in accordance with the *Manual on Uniform Traffic Control Devices*.
2. A "not to exceed" cost estimate to perform designating and locating services on the project. Each project estimate will require the CONSULTANT to investigate and determine the existing utilities present within the proposed project corridor.
3. Daily diaries for equipment, personnel and hours worked on each phase of a project.

The CONSULTANT will provide the following as a part of Phase I and Phase II services at the DEPARTMENT cost:



1. All the necessary insurance requested by a utility company to comply with "Attachment 1," by this reference made part of the Agreement. A copy of the CONSULTANT's Certificate of Insurance must be submitted to the DEPARTMENT prior to beginning work.

## SECTION 2 – SUBSURFACE UTILITY DESIGNATING SERVICES

CONSULTANT responsibilities (Phase I) are as follows:

1. Provide all equipment, personnel, survey, traffic control and supplies required to perform designating services. The CONSULTANT will determine which equipment, personnel, and supplies are required to perform designating services.

2. Conduct appropriate records research, investigate site conditions, and identify applicable project limits.

3. Obtain all necessary permits from city, county, or other municipal jurisdictions to allow the CONSULTANT to work in existing streets, roads and/or on adjacent rights-of-way, including landowner permission.

Notify in writing the DEPARTMENT District Administrator and utility companies 48 hours prior to beginning work to advise of and coordinate work.

4. Designate the location of existing underground utilities including their major laterals and any overhead utilities that are within the project limits. Unless expressly requested, the CONSULTANT will not be required to designate or record storm sewers, empty or abandoned utilities, and vault or manhole limits or dimensions.

5. All utilities will be tied to project centerline or base line with distance and station. Each underground utility must be electronically designated, surveyed and mapped to within an 18-inch tolerance at 50-foot intervals when parallel to project centerline or base line, at all direction changes and all closures, cabinets and huts. Underground utility crossings must be designated, surveyed and mapped at project centerline and at the outer project limits (proposed right-of-way line when known). Each existing pole or structure and its anchor assembly located within the project limits will be surveyed and mapped to the proposed project centerline. A clearance on all overhead crossings to centerline will be measured and mapped with a centerline station.

6. Draft survey information in a plan format acceptable to the DEPARTMENT using Computer Aided Drafting and Design (CADD – Microstation) systems of the CONSULTANT. All survey work, including the retracing of a survey centerline or base lines, will be determined and performed by the CONSULTANT.

7. Compare survey information drafted on base plans using CADD with information provided from field data and evaluate all drafted information for accuracy and reliability.

8. Review and correct all plan sheets against all records, field sketches, CADD drafting, and field notes.

9. Unless otherwise directed by the DEPARTMENT, translate survey data and drafting codes to an electronic file to allow direct incorporation of the CONSULTANT's digital survey information into the DEPARTMENT's design file.

10. Review and seal all appropriate work product by a staff Professional Engineer and/or Land Surveyor (licensed in the State of Montana) who is in charge.

11. Return base plans (and project diskettes) to the DEPARTMENT and review the information obtained with the DEPARTMENT.

12. Provide the DEPARTMENT a summary sheet showing the individual lineal meters of each utility company's facility designated for a project.

13. Submit printed and electronic utility information in a format acceptable to the DEPARTMENT copies of completed daily diary sheets when submitting a bill for payment.

DEPARTMENT responsibilities (Phase I) are as follows:

1. As available, provide plans showing the project limits, alignment, control traverse and benchmark data.

### SECTION 3 – SUBSURFACE UTILITY LOCATING (TEST HOLE) SERVICES

CONSULTANT responsibilities (Phase II) are as follows:

1. Provide all equipment, personnel, traffic control, survey and supplies required to perform locating services.

The CONSULTANT shall determine which equipment, personnel, and supplies are required to perform such services.

2. Conduct appropriate records research and investigate site conditions.

3. Contact the utility companies 48 hours in advance and one call to advise and coordinate CONSULTANT activities.

4. Obtain all necessary permits from city, county, or other municipal jurisdictions to allow the CONSULTANT to work in existing streets, roads, and rights-of-way. Obtain permission of private property owners.

5. Electronically sweep underground utility facilities.

6. The DEPARTMENT will not reimburse for "dry" holes. A "dry" hole is defined as an excavation made by a CONSULTANT that does not locate an underground facility when utilizing CONSULTANT's own personnel and equipment.

7. Excavate test holes to expose the utility and measure to both top and bottom in such a manner that ensures the safety of the excavation and the integrity of the utility. In performing such excavations, the CONSULTANT shall comply with all applicable utility damage prevention laws and notify the DEPARTMENT District Administrator. The CONSULTANT shall be responsible for any damage to a utility company facility during the locating phase (Phase II).

8. Survey and record (a) horizontal and vertical location of top and bottom of utility referenced to project datum, (b) elevation of existing grade over utility at a test hole referenced to project datum, (c) outside diameter of utility and configuration of non-encased, multi-conduit systems, (d) utility structure material compositions, when reasonably ascertainable, (e) benchmarks and/or project control used to determine elevations, (f) paving thickness and type, where applicable, (g) general soil type and site conditions (h) record any soil contamination and (i) such other pertinent information reasonably ascertainable from the test hole site. References to project datum shall maintain vertical tolerances to .05' (15mm) based on benchmarks shown on the CONSULTANT work product and horizontal tolerances to applicable surveying

standards. If additional control points or benchmarks are required, the CONSULTANT shall perform such services according to established practices at DEPARTMENT cost.

9. Provide permanent restoration of the pavement within limits of the original cut, including backfill of compaction methods acceptable to DEPARTMENT. When test holes are excavated in areas other than a roadway pavement, these disturbed areas shall be restored as nearly as reasonably possible to the condition that existed prior to excavation.

10. Evaluate and compare obtained information with utility information described in utility records and resolve conflicts.

11. Draft the horizontal location and the profile view of the utility on project plans in a format acceptable to the DEPARTMENT.

12. Compile information described in Item #8 above using the CONSULTANT's automated systems and quality assurance procedures. The CONSULTANT will provide the DEPARTMENT a test hole data sheet for each excavation.

13. Provide the DEPARTMENT copies of completed daily diary sheets when submitting a bill for payment.

14. Upon request, review data obtained with the DEPARTMENT.

DEPARTMENT responsibilities (Phase II) are as follows:

1. As available, provide plans showing the alignment, control traverse and benchmark data, and locations of required test holes for selected projects.

#### SECTION 4 – WORK ZONE TRAFFIC CONTROL

When performing field work on or adjacent to public streets or highways, it shall be the responsibility of the CONSULTANT to provide traffic control devices (signs, cones, etc.) or other necessary devices, in accordance with the *Manual on Uniform Traffic Control Devices* (MUTCD) for designating (Phase I) or locating (Phase II) work at no expense to the DEPARTMENT. If special traffic control is required other than the normal signs and cones, a traffic control plan shall be requested by the District and submitted by the CONSULTANT to the appropriate District Administrator for review and approval, and the price for traffic control may be negotiated by the DEPARTMENT and the CONSULTANT prior to beginning work.

#### SECTION 5 – WORK STANDARDS

Field data shall be obtained in conformity with current practices of the DEPARTMENT as outlined in various Unit Manuals and Unit Guidelines in regard to presentation, media, sheet sizes, scales, billing of pay items, special drawings, and summaries thereof.

All original calculations, field notes, quantity calculations, boring logs, subsurface utility data, any necessary project special provisions, and other material in addition to the drawings prepared under this Agreement shall be the property of the DEPARTMENT and shall be turned over to the DEPARTMENT upon completion of the work.

#### SECTION 6 – REPRODUCTION

The CONSULTANT shall be responsible for reproduction of all plans as necessary to complete the work of the CONSULTANTS.

#### SECTION 7 – SUBCONTRACTS

The CONSULTANT shall not sublet any portion of the work under this Agreement without prior approval by the DEPARTMENT.

The CONSULTANT shall be responsible for the schedule of any work sublet to others so as to ensure that the overall schedule of the project is maintained.

The CONSULTANT shall be responsible for the completeness, accuracy, presentation, inclusion of data into the design and plans, and reviews of any work sublet to others.

#### SECTION 8 – PERFORMANCE

The CONSULTANT shall perform the subsurface utility engineering services set forth herein by providing services equal to or better than the practice prevalent within the subject area of the work and commensurate with the magnitude and intricacy of the work under consideration. Such services shall be so complete that it will not be necessary for the DEPARTMENT to supplement any of the operation by its own personnel.